

## UNIVERSITY OF READING EMARKETPLACE PORTAL

### TERMS OF USE

**Please read these terms and conditions carefully before using this site.**

#### **Who we are and how to contact us**

<https://emarketplace.reading.ac.uk> is an e-procurement site ("site") operated by the University of Reading ("we"/"us"/"our"). The University of Reading is an independent corporation with charitable status established by Royal Charter granted in 1926 (Registration number: RC000665). Our registered office address is University of Reading, Whiteknights, PO Box 217, Reading, Berkshire, RG6 6AH, UK. Our VAT number is GB 200 0126 59.

The University of Reading operates this site on behalf of a range of entities within the University of Reading Group. The University of Reading Group means any entity owned or controlled by or affiliated with the University of Reading. In these terms of use, the expressions "we"/"us"/"our" are also references to University of Reading Group entities.

The site provides University of Reading Group staff with access to supplier catalogues for purchasing, receipting and invoicing of goods and services and management information. For the purposes of these terms of use 'University of Reading Group staff' shall mean and include University of Reading Group employees, consultants and project managers engaged to carry out e-procurement tasks on our behalf.

To contact us, please email [procurement@reading.ac.uk](mailto:procurement@reading.ac.uk), or write to us at University of Reading, Procurement, Miller Building, Reading, Berkshire, RG6 6EE.

#### **By using our site you accept these terms**

By using our site and/or registering as a supplier on our site, you confirm that you accept these terms of use, that you agree to comply with them, and that you are authorised to accept these terms on behalf of your organisation and to bind your organisation to them. The following additional terms will also apply to your use of our site:

- Our Privacy Notice <https://www.reading.ac.uk/procurement/privacy-notice>. See further under [\*How we may use your personal information\*](#).
- Supplier invoicing requirements (see Annex).

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

This site is intended to be a tool to provide and manage supplier product and account information (including (without limitation) contact details, banking details, purchase order and invoice information). Neither the content nor use of this site will modify or amend the terms and conditions of any existing agreement between us and you for the purchase of goods and/or services, and all such transactions will remain subject to any such existing agreement.

### **We may make changes to these terms**

We may amend these terms from time to time. If we make a change to the terms, you will be notified about the update when you log in. If you do not agree with the changes made to these terms, you should no longer use the site. Continued use of the site after logging in following a change to the terms will constitute your acceptance of such changes.

### **Availability of our site**

We may update and change our site from time to time. We will try to give you reasonable notice of any major changes.

### **We may suspend or withdraw our site**

Access to the site may be unavailable without notice at certain times, including (without limitation) when systems require maintenance or upgrades, or in the case of unforeseen circumstances. We will not be responsible for the lack of availability of the site or for any damages or inconvenience that may result from such lack of availability.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

### **Registering as a supplier**

To access and use the site, you will need to register for an account (Account). To register for an Account, you must provide your company and bank details and ensure those are kept up to date. We reserve the right to make registration subject to further conditions or requirements.

To register for an Account, you will be required to complete an Account registration form, which includes without limitation the following information: company name, contact person, email address(es), telephone number, bank details and a profile. The Account registration form should be completed by a duly authorised representative and, if

requested by us, proof of such authority to sign must be provided without delay. You agree that you will provide accurate, current and complete information about yourself and that you will provide any further information reasonably required by us as part of the Account registration process.

We may reject any Account registration at its sole discretion and without giving reasons.

### **Account and Password**

Your Account and your Account password are not transferable. You agree to not share your Account password with any third party (including any other person working for your company) and to keep your Account and your Account password confidential and secure. You must notify us promptly of any actual or suspected unauthorised use of your Account or if you have reason to believe your Account or Account password has been compromised in any way. You shall be liable for any unauthorised use of your Account.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them. You are also responsible for notifying us and requesting deactivation of an individual account upon a relevant individual leaving the organisation to which the account was provisioned. We will not be responsible or liable for any loss or damage arising from your failure to comply with the provisions of this section.

### **How you may use material on our site**

The site and content featured on the site may be protected by copyright and other intellectual property rights or other laws. The University of Reading, and/or its licensors, reserve all intellectual property rights and any other proprietary rights in such materials.

In using the site, you may upload and share proprietary materials via your Account on the site that may be protected by copyright and other intellectual property rights or other laws (“your proprietary materials”). You acknowledge and agree that you are only permitted to use the site and any content, materials and information featured on the site that you have been given access to (other than your proprietary materials), strictly for your internal purposes related to providing (or potentially providing) goods and services to the University of Reading (or members of its group). No other rights are granted to you, and you may not copy, reproduce, modify, create derivative works of, publish, display, sub-licence, or distribute content from the site without our prior written permission.

If you print off, copy, download or use any part of our site in breach of these terms of use, we reserve the right to suspend or terminate your access to the site, and/or require you to return or destroy any copies of the materials you have made, and/or take such other action as we see fit.

You are not permitted to link to our site from any part of your website, or any other media unless we have provided express prior written permission to do so.

This site includes trade marks owned by us (or our licensors), including but not limited to the UNIVERSITY OF READING word mark and the coat of arms. You shall not use any of our trade marks without our prior written consent.

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

### **Third party content**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

The site may include information and materials uploaded by other users of the site. This information and these materials may not have been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

### **Our responsibility for loss or damage suffered by you**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be responsible for delays or failures in performing our obligations under these terms due to any cause which could not have been contemplated by the parties and is beyond its reasonable control, including (without limitation) strike or other labour disturbance, fire, flood, earthquake, storm, public health outbreak, or governmental action.

### **Uploading content to our site**

When you upload or post content to our site, you grant us a worldwide, non-exclusive, royalty-free, sub-licensable, transferable licence to use, store, copy, reproduce, distribute, and/or display that content in connection with managing the site, carrying out tender processes and managing related queries, and/or overseeing and managing the provision of any goods and/or services to the University (or any part of its group) for such period of time as you remain registered on the site (or as may be required by law).

You acknowledge and agree that:

- You are solely responsible for any content that you make available through the site and you shall bear all legal consequences and liabilities arising in relation to such content.
- You are responsible for providing complete and accurate information and for keeping your profile and all related information up-to-date.
- You will include all applicable charges within your catalogue pricing schedule, including without limitation any delivery or freight costs.

- If you update or modify product descriptions, prices, other costs, or other catalogue information, these changes will not apply to any live, uncompleted, or pending orders.
- You will load your catalogue using the EU ISO unit of measure or EA (Each) only for product descriptions.
- If you wish to enhance elements of your catalogue functionality on the site e.g. integrating a punch out catalogue, and these are approved by us, an additional fee may be payable to our site operator (currently Medius).
- You are only permitted to apply for access to those University trading entities that are covered by the agreement(s) in place between you and us, and you are not permitted to advertise or actively promote your goods/services to any other University trading entities via the site.
- You are only permitted to apply for trade classifications e.g. product groups for catalogues or non-catalogue items, that are covered by the agreement(s) in place between you and us.
- Any content you upload onto your Account on the site could be viewed by University of Reading Group staff.
- You will follow all other reasonable instructions from us about your use of the site.
- You are solely responsible for checking the status of orders, remittances and any other matters that may require your attention and be communicated via the site.
- You are solely responsible for securing and backing up your content.

We will rely upon you to ensure any information supplied and uploaded via your account is accurate and up to date. We will have no liability for any inaccuracies in any information provided to us via the Portal and we will have no obligation to confirm the accuracy of any information that is provided to us via the site.

You must not upload content to the site that:

- Is defamatory of any person.
- Is obscene, offensive, hateful or inflammatory.
- Promotes sexually explicit, violent, or obscene material.
- Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- Infringes any copyright, database right, trade mark or other proprietary right of any person.
- Breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- is threatening, abusive or invades another's privacy, or is likely to cause alarm.
- Impersonates any person, or misrepresents your identity or affiliation with any person.
- Advocates, promotes, and/or incites any party to commit, or assist any illegal act.
- Is fraudulent or misleading.

We reserve the right, without prior notice, to remove any content that we find to be in breach of these terms or applicable law or which may otherwise be harmful or objectionable. By registering on the site you also grant us a limited, non-exclusive, royalty-free, worldwide, transferable right to use your name and trade mark on the site for the purposes of listing prospective or actual suppliers to the University.

Notwithstanding the above, the University reserves the right to retain copies of content you have uploaded to the site for up to six years where deemed necessary for legal or audit purposes.

### **Confidentiality**

You acknowledge and agree that the site may contain information that is confidential to us (or to third parties) and you agree not to disclose such information to any person outside without our prior written consent.

Please note that the University of Reading Group is subject to the Freedom of Information Act 2000.

### **How we may use your personal information**

We will only use your personal information as set out in our [Privacy Notice](#). We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you

would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **Termination of your use of the site**

We reserve the right to immediately suspend your access to the site (either permanently or temporarily), if you have breached these terms, any Additional Terms, and/or applicable law.

We reserve the right to terminate your account and registration on the site with immediate effect:

- Due to inactivity; or
- If all of the agreements between you and us in relation to the provision of goods and/or services to the University have been terminated; or
- If you have materially breached these terms, any Additional Terms, and/or applicable law.

Whilst you are an active supplier to any member of the University of Reading group you will need to maintain an account on the site. However, if you are no longer providing goods/services to the University or no longer wish to be available for opportunities to do so via the site, and wish to terminate your registration and account on the site at any time please email us with the instruction to terminate your account.

### **Breach of these Terms of Use**

If we consider that a breach of these terms has occurred, we may take such action as we deem appropriate, including without limitation:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

### **Which country's laws apply to any disputes?**

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **General**

The Terms do not create or infer any rights that are enforceable by any person who is not a party to them.

We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or obligations under these Terms to another person if we agree in writing.

If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.

If any court or competent authority decides that any of these Terms are unlawful or unenforceable, the remaining terms and conditions will remain in full force and effect.

All notices relating to your use of the site will be sent by e-mail to the e-mail address maintained in the records for your Account. You agree to monitor your e-mail messages frequently to ensure awareness of any notices we send.

**Dated** 9<sup>th</sup> of May 2022

## ANNEX

### Supplier Invoicing Requirements

#### Invoice delivery methods and formats

Invoices must be addressed to the legal entity set out on (and using the exact name set out on) the Purchase Order provided e.g. University of Reading, and not to a named individual.

Invoices must be sent by email to [einvoices@emarketplace.reading.ac.uk](mailto:einvoices@emarketplace.reading.ac.uk) in pdf format. Any documents sent in other formats (e.g. MS Word (doc, docx or docm) or TIFF/TIF, xls, csv, jpg/jpeg, rtf, xml) will NOT be processed.

If you wish to integrate an EDI channel for Purchase Order or invoice transmission with the site, you acknowledge that you will be asked to pay an additional fee to our site provider (currently Medius).

#### Mandatory information

The following information requirements are MANDATORY and must be quoted in order that your invoice or credit note can be processed for payment. If they do not contain all the required information they may be rejected, and/or the processing of the invoice may be delayed.

- a) Supplier name and address, which must include the supplier's full postcode
- b) Invoicing address
- c) Delivery address
- d) Purchase order number
- e) Invoice number and date
- f) Telephone number and/or email address for supplier queries
- g) A full description of the goods/services supplied
- h) The quantity delivered
- i) Net and Gross Prices and discounts that match the values on the quoted purchase order
- j) Bank account details for payment
- k) VAT registration number, if VAT registered (including 2-letter country prefix)
- l) VAT allocation and rates, if VAT registered
- m) Credit notes should, in addition, quote the related Invoice number(s)

#### Correspondence & Account Statements

The preferred method of receipt for all other supplier correspondence relating to invoices, payment and statements is via email to [invoices@reading.ac.uk](mailto:invoices@reading.ac.uk).